Plaintiffs held defendant's mortgage for a portion of the account, but payments made subsequent to the maturity of the mortgage debt covered a greater amount than the mortgage. *Held*, that the court would apply the payments to the oldest debt, and that the mortgage was therefore paid. *Mayer Bros.* v. *Gewin*, 76 So. 307 (Ala.).

Failing application of the payment by the debtor at the time of payment, the creditor may apply it to any of several debts that he may choose. *McCurdy* v. *Middleton*, 82 Ala. 131, 2 So. 721; *In re Lindau*, 183 Fed. 608. In the absence of such application, the court will apply the payment as it sees fit, considering the interests of both the debtor and the creditor. *Pope* v. *Transparent Ice Co.*, 91 Va. 79, 20 S. E. 940; see *Barrett* v. *Sipp*, 50 Ind. App. 304, 311, 98 N. E. 310, 313. In general the application by the court is made to the oldest of several debts. *Kloepfer* v. *Maher*, 84 N. Y. Supp. 138. And where the question of priority is not raised, the more general rule of application is to the debt least secured. *Barbee* v. *Morris*, 221 Ill. 382, 77 N. E. 589; *Gardner* v. *Leck*, 52 Minn. 522, 54 N. W. 746. Where the least secured debt is not the oldest, it would seem that by the better view the application should be to the one least secured. *Schuelenburg* v. *Martin*, 2 Fed. 747; *Smith* v. *Lewiston Steam Mill*, 66 N. H. 613, 34 Atl. 153; *Bank of New Roads* v. *Kentucky Refining Co.*, 27 Ky. L. R. 645, 85 S. W. 1103. But the weight of authority favors application to the earliest debt, on analogy to the rule in Clayton's Case. *Clayton's Case*, 1 Mer. 529, 572. *Moses* v. *Noble*, 86 Ala. 407, 5 So. 181; *Worthley* v. *Emerson*, 116 Mass. 374; *Tapper* v. *New Home Sewing Machine Co.*, 22 Ind. App. 313, 53 N. E. 202. See also 21 HARV. L. REV. 623.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — RIGHT OF PRIVATE PARTIES TO INJUNCTION FOR VIOLATION. — Private individuals brought suit to enjoin concerted action to prevent the use of nonunion-made materials manufactured in other states. *Held*, that the injunction be denied. *Paine Lumber Co.* v. *Neal*, 37 Sup. Ct. Rep. 718.

Equitable relief against boycotting combinations was well known in the absence of statute. *Temperton* v. *Russell*, [1893] 1 Q. B. 715; *Barr* v. *Essex Trades Council*, 53 N. J. Eq. 101, 30 Atl. 881. The Sherman Anti-Trust Act being "highly remedial," expressly allows triple damages in such cases. See 26 STAT. AT L. 209, § 7; *Loewe* v. *Lawler*, 208 U. S. 274. See 21 HARV. L. REV. 450. A boycott in restraint of interstate trade is now a federal question. But triple damages may be inadequate, if the injury is a continuing one requiring a multiplicity of suits. In the absence of statutory prohibition, equitable relief by the federal courts would seem to follow. See *United States* v. *Detroit Timber and Lumber Co.*, 200 U. S. 321, 339. Because the Sherman Act is silent on the point certain cases have held that by implication injunctive relief is denied to private individuals. *National Fireproofing Co.* v. *Mason Builders' Assoc.*, 169 Fed. 259. The sounder view is that there was no legislative intention to deny the right to injunction. *Bigelow* v. *Calumet and Hecla Mining Co.*, 155 Fed. 869, 876; *Delavan* v. *N. Y., N. H., and Hartford R. Co.*, 154 App. Div. (N. Y.) 8, 137 N. Y. Supp. 207. See THORNTON, THE SHERMAN ANTI-TRUST ACT, §§ 351, 427. See also 26 HARV. L. REV. 179. Nor does the Clayton Act establish a policy inconsistent with injunctions in such cases. See 38 STAT. AT L. 730, 737. Mr. Justice Pitney, in a powerful dissenting opinion, searches in vain for anything in either the Sherman or Clayton acts denying the right of a private party to an injunction against a labor union. The propriety of denying this right in a case like the present seems doubtful, to say the least.

STATUTE OF FRAUDS — PART PERFORMANCE — ACT REFERABLE SOLELY TO CONTRACT — PAYMENT OF PURCHASE-MONEY NOTE BEFORE MATURITY. — A written contract for the sale of land was modified by parol agreement that